



Discovery Commons Letter of Understanding

A. Project Details (all fields are mandatory)

Ticket #:	
Project Title:	
Client: (department or program)	
Primary Contact: (name, address, phone, email)	
Billing Contact: (name, address, phone, email)	
Brief Description: (see Appendix A for details)	
Start Date:	
Estimated End Date:	
Annually Recurring?	Annual Billing Date:
Estimated Cost:	
Primary DC Contact: (name and email address)	

B. Terms and Conditions

1. Purpose and Documentation

This agreement documents and confirms our mutual understanding of the collaboration between the Discovery Commons (DC) and the Client identified in Section A. DC agrees to carry out the services described, subject to such adjustments, extensions, or limitations as may be mutually agreed on (and documented in writing) by the parties. Emails sent by DC to the Primary Contact and/or Billing Contact addresses identified in Section A will be considered written documentation for the purposes of this project, as will emails sent by the Client to the Primary DC Contact.

2. Rates, Estimated Costs, and Changes

Our minimum business-hours staff rate for design, development, support and consultation (in the absence of a Service Level Agreement, or SLA) for internal clients is \$75 per hour. The estimated cost for this agreement includes the services specifically described above and in Appendix A. Our staff rate does not include the cost of overtime, fees from external service providers, equipment rentals, print production or volume photocopies, major hardware or software purchases, long-distance phone charges, couriers or postage, or applicable taxes.

Revisions to project schedules and/or scope as requested by the Client may result in increased costs, to be billed at a minimum rate of \$75 per hour. Alterations to the estimated cost, based on changes to project scope, will be agreed in writing at the time of the changes.

3. Confidentiality and Privacy

DC shall maintain the confidentiality of all confidential information disclosed orally, in writing or electronically to the Discovery Commons by the Client, and shall take all necessary precautions against unauthorized disclosure of the confidential information. As an operating unit of the Faculty of Medicine, DC adheres to the Freedom of Information and Protection of Privacy Act.

4. Staffing

DC retains the right to assign to the Project the staff of its choosing, including the right to use external service providers as required. Notwithstanding this right, DC will make every effort to consult with the Client on the selection of assigned staff and service providers.

5. Intellectual Property

DC is staffed entirely by members of the administrative and support staff of the University, and all work completed by them is done in the course of their employment by the University. This means that the intellectual property in works produced for a client by Discovery Commons staff is covered either by the University's Copyright Policy (June 25, 2007), or, for any computer software that is not instructional software, the University's Inventions Policy (May 30, 1990).

6. Consent and Approvals

The Client will be responsible for obtaining all required releases from any subjects that will appear in video or audio recordings or photographs (Media) made on the Client's behalf by DC.

The Client will also be responsible for reviewing the Media to ensure that anyone appearing in these materials has given all required permission. DC shall not be responsible for any liability or complaint arising from subjects appearing in Media provided to the Client under this LOU.

7. Term and Termination

This Letter of Understanding will continue during the stated term until either party decides to terminate it. Both parties agree that notice of termination will be provided in writing. Any outstanding amounts incurred up to the date of termination will be billed to the Client. The term may also be extended for any reason, upon agreement of both parties.

C. Acceptance of Terms

The signature of all parties shall evidence agreement to the Project Details and acceptance of the Terms and Conditions. Please sign and return to the Discovery Commons, keeping a copy for your own records.

For the Client:

_____ Date: _____
(signature)

For Discovery Commons:

_____ Date: _____
(signature)

Appendix A - Project Details